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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

RECORDATION NO. 20879 FILED

SEP 19 '97

12-30 PM

OF COUNSEL
URBAN A. LESTER

September 18, 1997

RECORDATION NO. 20879-A FILED

SEP 19 '97

12-30 PM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a General Security Agreement, a primary document as defined in the Board's Rules for the Recordation of Documents and three (3) copies of Supplement No. 1 to General Security Agreement, a secondary document related thereto, both dated as of September 1, 1997.

The names and addresses of the parties to the enclosed documents are:

Grantor: Greenbrier Leasing Corporation,
as Borrowing Agent
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Secured Party: Union Bank of California, N.A.
407 S.W. Broadway
Portland, Oregon 97205

A description of the railroad equipment covered by the enclosed document is three thousand three hundred forty-one (3341) railcars and three (3) marine vessels bearing reporting marks and road numbers set forth on Schedules 1 and 2 attached to Supplement No. 1.

RECEIVED
SURFACE TRANSPORTATION
BOARD

SEP 19 12 30 PM '97

Mr. Vernon A. Williams
September 18, 1997
Page 2

Also enclosed is a check in the amount of \$48.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

GENERAL SECURITY AGREEMENT

SEP 19 '97

12-30 PM

THIS GENERAL SECURITY AGREEMENT, dated as of September 1, 1997, is made among GREENBRIER LEASING CORPORATION, a Delaware corporation ("GLC"), GREENBRIER CAPITAL CORPORATION, a California corporation ("GCC"), GREENBRIER PARTNERS INC., a California corporation ("GPI"), GREENBRIER RAILCAR, INC., a Delaware corporation ("GRI"), AUTOSTACK CORPORATION, an Oregon Corporation ("AC"), GREENBRIER TRANSPORTATION LIMITED PARTNERSHIP, a Delaware limited partnership ("GTLP"), GREENBRIER TRANSPORTATION, INC., a Delaware corporation ("GTI"), AUTOSTACK PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership ("APLP"), AUTOSTACK GENERAL PARTNER, INC., a Delaware corporation ("AGP") and GREENBRIER RENTAL SERVICES, INC., a California corporation ("GRS") (GLC, GCC, GPI, GRI, AC, GTLP, GTI, APLP, AGP and GRS are sometimes hereinafter referred to individually as a "Grantor" and collectively as "Grantors"), GLC, acting in its capacity as borrowing agent for Grantors (in such capacity, the "Greenbrier Funds Administrator") and UNION BANK OF CALIFORNIA, N.A., a national banking association, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the "Secured Parties" (as defined below).

RECITALS

A. Grantors, the Greenbrier Funds Administrator, Collateral Agent and the other Secured Parties are parties to that certain Credit Agreement of even date herewith (such Credit Agreement, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement").

B. The Secured Parties have required, as a condition, among others, to the making of the loans and other extensions of credit under the Credit Agreement, that Greenbrier Funds Administrator and each Grantor execute and deliver this General Security Agreement in favor of Collateral Agent for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE ONE - DEFINITIONS

Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined, and the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

1.1 "Agreement" means this General Security Agreement, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time.

1.2 "Account" means a right to payment for goods sold or leased by any Grantor or for services rendered by any Grantor, which right is not evidenced by an instrument or chattel paper, whether or not earned by performance.

1.3 "Collateral" means all of each Grantor's Accounts, Equipment, Fixtures, General Intangibles, Inventory, Rights to Payment and Records, in each case whether now owned or existing or hereafter acquired or arising, wherever located, and whether held by such Grantor or any third party, and all accessions and additions to, substitutions and replacements for, and royalties, products and proceeds of, all of the foregoing, including, but not limited to, all insurance and condemnation proceeds ("**Proceeds**"); **provided**, that, notwithstanding the foregoing, except for Inventory consisting of those certain railcars and over-the-road trailers, and Rights to Payment consisting of Leases thereof, in each case set forth from time to time in any supplement to, or in any amendment, restatement or other modification of, this Agreement, "Collateral" shall not mean or include (a) Inventory consisting of railcars or over-the-road trailers and (b) Rights to Payment consisting of Leases thereof.

Scheduled
Equipment

1.4 "Equipment" means, except to the extent such property constitutes Inventory hereunder, each Grantor's equipment now owned or hereafter acquired, including, but not limited to, machinery, machine parts, furniture, furnishings and all tangible personal property used in the business of such Grantor which is or is to become fixtures on real property, and all improvements, replacements, accessions and additions thereto, wherever located, and all proceeds thereof arising from the sale, lease, rental or other use or disposition of any such property, including all rights to payment with respect to insurance or condemnation, returned premiums, or any cause of action relating to any of the foregoing.

1.5 "Fixtures" means all items of personal property of each Grantor that are so related to the real property upon which such items are located that an interest in them arises under real property law, and improvements, replacements, parts, accessions and additions thereto, and substitutions therefor.

1.6 "General Intangibles" means all personal property of each Grantor not otherwise defined as Collateral, including, without limitation, all interests or claims in insurance policies; literary property; trade names, trade name rights; trademarks, trademark rights, copyrights, patents, and all applications therefor; licenses, permits, franchises and like privileges or rights issued by any governmental or regulatory authority; income tax refunds; customer lists; claims and causes of action and all guaranty claims, co-op memberships, leasehold interests in personal property, security interests or other security held by or

guaranteed to such Grantor to secure the payment by an account debtor of any of the Accounts.

1.7 **"Inventory"** means each Grantor's inventory, raw materials, work in process or materials used or consumed or held for sale or lease or to be furnished under contracts of service in such Grantor's business, including, but not limited to, all barges, marine vessels, railcars, domestic containers, intermodal and over-the-road trailers, chassis, loaders, racks and rack handlers used in the Autostack system, warehouse receipts, bills of lading and other documents evidencing goods now owned or hereafter acquired by any Grantor, and all goods covered thereby including returned goods, accessions, additions, improvements, and all products thereof, whether in any Grantor's possession or in the possession of warehousemen, bailees or any other Person, and all proceeds thereof, including, without limitation, all rights to payment with respect to any insurance, including but not limited to returned premiums, or any cause of action relating to any of the foregoing, except such inventory shall not include Golden West Inventory securing Senior Golden West Indebtedness.

1.8 **"Proceeds"** has the meaning specified in the definition of the term "Collateral" set forth herein.

1.9 **"Records"** means each Grantor's computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning such Grantor's business.

1.10 **"Rights to Payment"** means each Grantor's accounts, instruments, contract rights, documents, chattel paper and all other rights to payment, including, without limitation, the Accounts, all negotiable certificates of deposit and all rights to payment under any commercial or standby letter of credit.

1.11 **"Secured Parties"** means Banks, Agents and Swingline Bank; and their successors and assigns; and **"Secured Party"** means any of such persons.

1.12 **"Uniform Commercial Code"** means the Uniform Commercial Code as enacted in the State of Illinois, as in effect on the Closing Date and as in effect from time to time.

Terms not specifically defined in this Agreement or in the Credit Agreement have the meanings prescribed in the Uniform Commercial Code.

ARTICLE TWO - GRANT OF SECURITY INTEREST

To secure the prompt and complete payment, performance and observance of all Obligations, Grantors hereby grant to Collateral Agent for the benefit of the Secured Parties a security interest in all of the Collateral.

ARTICLE THREE - REPRESENTATION AND WARRANTIES

Each of the Grantors hereby represents and warrants that, at all times during the term of this Agreement:

3.1 Title. Except for Permitted Liens, Grantors are and will be the unconditional legal and beneficial owners of the Collateral. The Collateral is genuine and, except for Permitted Liens, subject to no Liens, rights or defenses of any other Person. Except for Inventory under documents duly negotiated to Collateral Agent or showing Collateral Agent as secured party, no bill of lading, warehouse receipt or other document of title is outstanding with respect to any of the Collateral.

3.2 Rights to Payment. The names of the obligors, amount owing to any debtor, due dates and all other information with respect to the Rights to Payment are and will be correctly stated in all Records relating to the Rights to Payment. Each Grantor further represents and warrants that each Person appearing to be obligated on a Right to Payment has authority and capacity to contract and is bound as it appears to be; and that all chattel paper is in compliance with law as to form, content and manner of preparation and execution and all property subject to chattel paper (other than Leases covering Autostack Inventory), as soon as practicable, is subjected to a perfected security interest in favor of the applicable Grantor or is the subject of a public notice duly given by such Grantor of its ownership thereof.

3.3 No Misrepresentation. No representation, warranty or statement by any Grantor contained in this Agreement, in any Record or certificate or other writing furnished by any Grantor to Collateral Agent (including, without limitation, any made or given concerning the genuineness, value and condition of the Collateral, financial statements and statements made in documenting Collateral) at any time contains any untrue statement of material fact, or omits to state a material fact.

3.4 Grantors' Names, Principal Places of Business and Chief Executive Offices and Locations of Records. The correct legal name, the principal place of business and chief executive office of each Grantor, and the place or places where each Grantor's Records are currently kept are set forth in Schedule 3.4.

3.5 Inventory Locations. Except as otherwise expressly permitted under the Credit Agreement, all Inventory of Grantors is located in the United States or Canada.

3.6 Equipment or Fixtures Location. No Equipment or Fixtures of any Grantor are located at any location other than as set forth in Schedule 3.6 with respect to such Grantor.

3.7 Other Places of Business. In addition to the respective locations for such Grantor set forth in Schedule 3.4 and

3.6, each Grantor maintains the additional place(s) of business set forth in **Schedule 3.7** with respect to such Grantor.

3.8 Business Names. Other than the name of such Grantor set forth in **Schedule 3.4**, no Grantor has conducted business in any other name.

3.9 No Litigation. Except as set forth in **Schedule 3.9**, there is no litigation, tax claim, proceeding or dispute pending, or to the knowledge of any Grantor, threatened against or affecting any Grantor or any Grantor's property.

ARTICLE FOUR - AFFIRMATIVE COVENANTS

During the term of this Agreement and until payment, performance and observance in full of all Obligations and termination of all Loan Documents pursuant to the respective terms and provisions thereof, unless Collateral Agent otherwise consents in writing, each of the Grantors will do the following, **provided** that if any of the agreements or covenants set forth in this **Article Four** conflicts with or is more burdensome than any of the agreements or covenants with respect to such matters set forth in the Credit Agreement (including provisions concerning the time or frequency of providing any information), the agreements and covenants set forth in the Credit Agreement shall control for all purposes of this Agreement:

4.1 Delivery of Certain Items. Upon Collateral Agent's request, deliver to Collateral Agent promptly (a) the originals of all commercial and standby letters of credit, instruments, documents and chattel paper constituting Collateral, endorsed and assigned as Collateral Agent shall specify; (b) upon the occurrence and during the continuance of an Event of Default, all Proceeds, and duplicate invoices with respect to each Account bearing such language of assignment as Collateral Agent shall specify; (c) returned property resulting from, or payment equal to such allowance or credit on, Rights to Payment; (d) such specific acknowledgments, assignments or other agreements as Collateral Agent may reasonably request relating to the Collateral; and (e) such Records and other reports in such form and detail and at such times as Collateral Agent may reasonably require relating to the Collateral, including, without limitation, reports of acquisition, and disposition, agings, and collection of any Collateral.

4.2 Maintenance of Collateral; Inspection. Do all things necessary to maintain, preserve, protect and keep all Collateral in good working order and salable condition, dealing with the Collateral in all ways as are considered good practice by owners of like property, and use the Collateral lawfully and only as permitted by such Grantor's insurance policies. Grantors hereby authorize the respective officers, employees, representatives and agents of Collateral Agent and each of the other Secured Parties to inspect the Collateral and to discuss the Collateral and the Records relating thereto with any Grantor's officers and employees,

and, in the case of any Right to Payment, with any Person which is or may be obligated thereon.

4.3 Maintenance of Records; Inspection. Maintain, or cause to be maintained, complete and accurate Records relating to the Collateral. Collateral Agent and each of the other Secured Parties, and their respective officers, employees, agents and representatives, shall have the right, from time to time, to examine the Records and to make copies or extracts therefrom.

4.4 Insurance. Maintain and keep in force in adequate amounts such insurance on the Collateral with companies acceptable to Secured Parties as is usual in the business carried on by such Grantor, including fire and extended coverage insurance, with loss payable to Collateral Agent as the Collateral Agent may from time to time reasonably request, and furnish to Collateral Agent upon request the original of all policies, or certificates of insurance on the Collateral. Each policy shall be in form and substance satisfactory to the Collateral Agent.

4.5 Taxes and Other Liabilities. Each Grantor shall pay all its obligations when due; pay all taxes and other governmental or regulatory assessments before delinquency or before any penalty attaches thereto, except as may be contested in good faith by the appropriate procedures and for which such Grantor shall maintain appropriate reserves; and timely file all required tax returns. Any taxes (excluding income taxes) payable or ruled payable by any governmental or regulatory authority arising out of or in connection with this Agreement shall be paid by Grantors, together with interest and penalties, if any.

4.6 Grantors' Duty to Give Notice. Give prompt notice to Collateral Agent of: (a) any threatened or asserted dispute, setoff, claim, counterclaim or defense involving an amount in excess of \$1,000,000 with respect to a Right to Payment; (b) any litigation or administrative or regulatory proceeding which could reasonably be expected to have a Material Adverse Effect on any Grantor; and (c) the occurrence of an Event of Default or of any other development, financial or otherwise, which could reasonably be expected to materially adversely affect the Collateral or the ability of any Grantor to pay the Obligations owing by such Grantor or to perform its obligations under the respective Loan Documents.

4.7 Financing Statements and Other Actions. Execute and deliver to Collateral Agent, and file or record at Grantors' expense, all financing statements, notices and other documents from time to time requested by Collateral Agent or any of the other Secured Parties to maintain a first perfected security interest in the Collateral in favor of Collateral Agent for the benefit of the Secured Parties, all in form and substance satisfactory to Collateral Agent; perform such other acts, and execute and deliver to Collateral Agent such additional conveyances, assignments, agreements and instruments, as Collateral Agent and any of the other Secured Parties may at any time reasonably request in connection with the administration and enforcement of this

Agreement and/or Collateral Agent's rights, powers and remedies hereunder.

ARTICLE FIVE - NEGATIVE COVENANTS

During the term of this Agreement and until payment, performance and observance in full of all Obligations and termination of all Loan Documents pursuant to the respective terms and provisions thereof, unless Collateral Agent otherwise consents in writing, none of the Grantors will do any of the following, **provided** that if any of the agreements or covenants set forth in this **Article Five** conflicts with or is more burdensome than any of the agreements or covenants with respect to such matters set forth in the Credit Agreement (including provisions concerning the time or frequency of providing any information), the agreements and covenants set forth in the Credit Agreement shall control for all purposes of this Agreement:

5.1 Liens. Except for Permitted Liens, create, incur, assume or permit to exist any Lien, or grant any other Person a negative pledge, in each case on any Collateral.

5.2 Documents of Title. Except as otherwise expressly permitted under the terms of each the Loan Documents, sign or authorize the signing of any financing statement or other document naming such Grantor as debtor or obligor, or acquiesce or cooperate in the issuance of any bill of lading, warehouse receipt or other document or instrument of title with respect to any Collateral, except those negotiated to Collateral Agent or those naming Collateral Agent as secured party.

5.3 Disposition of Collateral. Sell, transfer, lease or otherwise dispose of any Collateral. However, prior to the occurrence of an Event of Default, unless otherwise agreed between Grantors and Collateral Agent, Grantors may use cash Proceeds collected in the ordinary course of business, and sell or lease Inventory in the ordinary course of business.

5.4 Change in Location, Name, Legal Structure. (a) Maintain any Records, its chief executive office or its principal place of business, or maintain any other place of business or location of Collateral, except as set forth in **Schedules 3.4, 3.6 and 3.7**, respectively; or (b) change its name, mailing address, the nature of its business, or its legal structure.

ARTICLE SIX - REMEDIES, RIGHTS UPON DEFAULT

6.1 Events of Default. Upon the occurrence and during the continuance of an Event of Default, Collateral Agent may at any time and from time to time: (a) exercise any or all of the rights and remedies available to a secured party under the Uniform Commercial Code or any other applicable law; and (b) exercise any or all of Collateral Agent's rights and remedies provided for in

the Credit Agreement and any of the other Loan Documents. The obligations of Grantors under this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Obligation is rescinded or must otherwise be returned by any Secured Party upon, on account of, or in connection with, the insolvency, bankruptcy or reorganization of any Grantor, all as though such payment had not been made.

6.2 Sale of Collateral. Upon the occurrence and during the continuance of an Event of Default, Collateral Agent may sell all or any part of the Collateral, at public or private sales, to any Secured Party, a wholesaler, retailer or investor, for cash, upon credit or for future delivery, and at such price or prices as Collateral Agent may deem commercially reasonable. To the extent permitted by law, Grantors hereby specifically waive all rights of redemption and any rights of stay or appraisal which they have or may have under any applicable law in effect from time to time. Any such public or private sales shall be held at such times and at such place(s) as Collateral Agent may determine. In case of the sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Collateral Agent until the selling price is paid by the purchaser, but Collateral Agent shall not incur any liability in case of the failure of such purchaser to pay for the Collateral and, in case of any such failure, such Collateral may be resold. Collateral Agent may, instead of exercising its power of sale, proceed to enforce its security interest in the Collateral by seeking a judgment or decree of a court of competent jurisdiction.

6.3 Grantors' Obligations Upon Default. At the request of the Collateral Agent, following the occurrence and during the continuance of an Event of Default, each Grantor will:

(a) assemble and make available to Collateral Agent the Collateral at such place(s) as Collateral Agent shall reasonably designate, segregating all Collateral so that each item is capable of identification; and

(b) permit Collateral Agent, and Collateral Agent's officers, employees, agents and representatives, to enter any premises where any Collateral is located, to take possession of the Collateral, and to remove the Collateral, or to conduct any public or private sale of the Collateral, all without any liability of Collateral Agent or any Secured Party for rent or other compensation for the use of any Grantor's premises.

ARTICLE SEVEN - SPECIAL COLLATERAL PROVISIONS

7.1 Cash Collateral Account. All cash Proceeds received by Collateral Agent pursuant to this Agreement after an Event of Default shall be deposited in a special non-interest bearing Collateral account established with Collateral Agent. This account shall be held by Collateral Agent for the benefit of the Secured Parties as Collateral.

7.2 Notification to Certain Obligors and Possession of Proceeds. Collateral Agent may in its sole discretion at any time after the occurrence and during the continuance of an Event of Default: (a) notify or cause Grantors to notify the obligors on the Rights to Payment to make payment directly to Collateral Agent; and (b) take possession of any or all Proceeds, which Collateral will be applied in accordance with Section 7.7.

7.3 Compromise and Collection. Grantors and Collateral Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Rights to Payment; that certain of the Rights to Payment may be or become uncollectible in whole or in part; and that the expense and probability of success of litigating and disputed right to Payment may exceed the amount that reasonably may be expected to be recovered with respect to such Right to Payment. Grantors hereby authorize Collateral Agent to compromise with the obligor, accept in full payment of any Right to Payment such amount as Collateral Agent may negotiate with the obligor, or abandon any Right to Payment. Any such action by Collateral Agent shall be considered commercially reasonable so long as Collateral Agent acts in good faith based on information known to it at the time it takes any such action.

7.4 Collateral Agent's Performance of Grantors' Obligations. Without having any obligation to do so, Collateral Agent may perform or pay any obligation which Grantors have agreed to perform or pay under this Agreement including, without limitation, the payment or discharge of taxes or Liens levied or placed on or threatened against the Collateral. In so performing or paying, Collateral Agent shall determine the action to be taken and the amount necessary to discharge such obligations. Grantors shall reimburse Collateral Agent on demand for any amounts paid by Collateral Agent pursuant to this Section 7.4, which amounts shall constitute Obligations secured by the Collateral.

7.5 Power of Attorney. For the purpose of protecting and preserving the Collateral and Collateral Agent's rights under this Agreement, each of the Grantors hereby irrevocably appoints Collateral Agent, with full power of substitution, as such Grantor's attorney-in-fact with full power and authority to do any act which such Grantor is obligated to do hereunder; to exercise such rights with respect to all or any part of the Collateral as such Grantor might exercise; to use such Inventory, Equipment, Fixtures or other property as such Grantor might use; to enter such Grantor's premises; to give such notice of Collateral Agent's security interest in, and to collect, the Collateral and the Proceeds; and to execute and file in such Grantor's name any financing statements, amendments and continuation statements necessary or desirable to perfect or continue the perfection of Collateral Agent's security interests in the Collateral. Each of the Grantors hereby ratifies all that Collateral Agent shall lawfully do or cause to be done by virtue of this appointment.

7.6 Authorization for Collateral Agent to Take Certain Action. The power of attorney created in Section 7.5 is a power coupled with an interest and shall be irrevocable. The powers conferred on Collateral Agent or any of the other Secured Parties hereunder are solely to protect such Persons' interests in the Collateral and shall not impose any duty upon Collateral Agent or any of the Secured Parties to exercise such powers. Collateral Agent and each of the other Secured Parties shall be accountable only for amounts that such Persons actually receive as a result of the exercise of such powers and in no event shall Collateral Agent or any of the other Secured Parties, or any of their respective directors, officers, employees, agents or representatives, be responsible to any of the Grantors for any act or failure to act, except for gross negligence or willful misconduct. Collateral Agent may exercise this power of attorney without notice to or assent of any of the Grantors, in the name of such or any other Grantor, or in Collateral Agent's own name, from time to time in Collateral Agent's sole discretion and at Grantors' expense. This power of attorney may be exercised by Collateral Agent upon an Event of Default or if Collateral Agent deems it necessary to protect the Collateral or if any of the Grantors have failed to perform an obligation hereunder or under any of the other Loan Documents. To further carry out the terms of this Agreement, Collateral Agent may:

(a) Execute any statements or documents or take possession of, and endorse and collect and receive delivery or payment of, any checks, drafts, notes, acceptances or other instruments and documents constituting Collateral, or constituting the payment of amounts due and to become due or any performance to be rendered with respect to the Collateral.

(b) Sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts; drafts, certificates and statements under any commercial or standby letter of credit; assignments, verifications and notices in connection with Accounts; or any other documents relating to the Collateral, including, without limitation, the Records.

(c) Use or operate Collateral or any other property of any Grantor for the purpose of preserving or liquidating Collateral.

(d) File any claim or take any other action or proceeding in any court of law or equity or as otherwise deemed appropriate by Collateral Agent for the purpose of collecting any and all monies due or securing any performance to be rendered with respect to the Collateral.

(e) Commence, prosecute or defend any suits, actions or proceedings or as otherwise deemed appropriate by Collateral Agent for the purpose of protecting or collecting the Collateral. In furtherance of this right, upon the occurrence of an Event of Default, Collateral Agent may apply

for the appointment of a receiver or similar official to operate any Grantor's business, and, to the fullest extent permitted by law, each of the Grantors hereby waives any right to oppose such appointment.

(f) Prepare, adjust, execute, deliver and receive payment under insurance claims, and collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and apply such amounts at Collateral Agent's sole discretion, toward repayment of the Obligations or replacement of the Collateral.

The authority conferred upon Collateral Agent in (a) through (f) above may be exercised by Collateral Agent upon the occurrence and during the continuance of an Event of Default.

7.7 Application of Proceeds. Any Proceeds and other monies or property received by Collateral Agent pursuant to the terms of this Agreement shall be applied by the Collateral Agent first, to the payment of amounts described in **Section 8.8** hereof and then to the payment of the Obligations in such order of application as the Secured Parties may elect.

7.8 Deficiency. If the Proceeds of any disposition of the Collateral are insufficient to cover all costs and expenses of such sale and the payment in full of all the Obligations, plus all other sums required to be expended or distributed by Collateral Agent and the other Secured Parties, then Grantors shall be liable for any such deficiency.

7.9 Collateral Agent's Duties

(a) Collateral Agent's sole duty with respect to the Collateral in its possession shall be to use reasonable care in the custody and preservation thereof. Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of such Collateral if such Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own property, it being understood that Collateral Agent shall not have any responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, declining value, tenders or other matters relative to any Collateral, regardless of whether Collateral Agent has or is deemed to have knowledge of such matters; or (ii) taking any necessary steps to preserve any rights against any Person with respect to any Collateral. Under no circumstances shall Collateral Agent be responsible for any injury or loss to the Collateral, or any part thereof, arising from any cause beyond the reasonable control of Collateral Agent.

(b) Collateral Agent may at any time deliver the Collateral or any part thereof to any Grantor and the receipt of such Grantor shall be a complete and full acquittance for

the Collateral so delivered, and Collateral Agent shall thereafter be discharged from any liability or responsibility therefor.

(c) Collateral Agent shall have no duties or responsibilities other than those expressly set forth in this Agreement, the Credit Agreement and the other Loan Documents and, except in connection with the fulfillment of such duties and responsibilities, shall not be required to initiate or conduct any litigation or collection proceedings under this Agreement, the Credit Agreement or any other Loan Document.

7.10 Release of Collateral. Notwithstanding anything to the contrary contained herein, in the Credit Agreement or in any of the other Loan Documents, upon Collateral Agent's receipt from time to time of Greenbrier Funds Administrator's written request therefor, Collateral Agent shall release Collateral which is the subject of any sale, transfer or other disposition or any financing, in each case permitted under the terms and provisions of the Credit Agreement, or which is the subject of any other transaction not prohibited by such terms or provisions **provided** that (a) before and after giving effect to each such release, no Default or Event of Default shall have occurred and be continuing, (b) each such request shall be received by Collateral Agent no less than three (3) Banking Days prior to the proposed release date and shall specify the item or items of Collateral subject thereto and (c) Grantors shall have delivered or caused to be delivered to Collateral Agent promptly following its request therefor all additional information reasonably requested by Collateral Agent in connection with the requested release, including a Borrowing Base Certificate, setting forth the Borrowing Base on a pro forma basis after giving effect to the proposed release.

ARTICLE EIGHT - GENERAL PROVISIONS

8.1 Notices. Any notice required or desired to be given by any party under this Agreement shall be in writing and shall be given in the manner and to the address or facsimile number, as the case may be, and shall be deemed to have been delivered, in each case as set forth in **Section 11.2** of the Credit Agreement.

8.2 Binding Effect. This Agreement shall be binding upon each Grantor, its permitted successors, representatives and assigns, and shall inure to the benefit of Collateral Agent, each of the other Secured Parties and their respective successors, and assigns; **provided**, that no Grantor may assign or transfer any of such Grantor's obligations under this Agreement.

8.3 No Waiver. Any waiver, consent or approval by Collateral Agent or any of the other Secured Parties of any Event of Default or breach of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in such writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of

the same or any other provision of this Agreement. Any failure or delay on the part of Collateral Agent or any other Secured Party in exercising any power, right or privilege under this Agreement or any of the other Loan Documents shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.4 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under contract or applicable law.

8.5 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be so only as to such jurisdiction and only to the extent of such prohibition or unenforceability, but all the remaining provisions of this Agreement shall remain valid and enforceable.

8.6 Governing Law/Waiver or Notice. EXCEPT AS MAY BE OTHERWISE PROVIDED BY THE UNIFORM COMMERCIAL CODE, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. GRANTORS HEREBY WAIVE PRESENTMENT, DEMAND, PROTEST, NOTICE OF DISHONOR AND ALL OTHER NOTICES AND DEMANDS, AS WELL AS ANY APPLICABLE STATUTE OF LIMITATIONS.

8.7 Indemnification. Grantors shall pay and protect, defend and indemnify each of the Secured Parties, including, without limitation, the Collateral Agent, and their respective employees, officers, directors, shareholders, affiliates, correspondents, agents and representatives (other than the Secured Parties, collectively "**Representatives**") against, and hold each of the Secured Parties, including, without limitation, the Collateral Agent, and each such Representative harmless from, all claims, actions, proceedings, liabilities, damages, losses, expenses (including, without limitation, attorneys' fees and costs) and other amounts incurred by such Secured Party and each such Representative, arising from the matters contemplated by this Agreement; **provided**, that this indemnification shall not apply to any of the foregoing incurred solely as the result of such Secured Party's or such Representative's gross negligence or willful misconduct. This indemnification shall survive the payment and satisfaction of all Obligations and termination of each of the Loan Documents pursuant to the respective terms and provisions thereof.

8.8 Reimbursement. Grantors shall jointly and severally pay or reimburse each of the Secured Parties, including, without limitation, the Collateral Agent, for all reasonable costs and expenses, including, without limitation, Attorneys' Costs, expended or incurred by such Secured Party in connection with (a) any release or contemplated release of Collateral requested by the Greenbrier Funds Administrator pursuant to **Section 7.10** hereof and (b) the enforcement of any of their respective rights and remedies hereunder; **provided that**, prior to the ATLP Effective Date and the

GTLP Effective Date, respectively, the obligations of ATLP and GTLP pursuant to this **Section 8.8** shall be several.

8.9 Entire Agreement. This Agreement is intended by each of the Grantors and Collateral Agent as the final expression of the respective obligations of the Grantors to Collateral Agent in connection with the Collateral and supersedes all prior understandings or agreements concerning the subject matter hereof. This Agreement may be amended only by a writing signed by each of the Grantors, the Greenbrier Funds Administrator and by Collateral Agent acting in compliance with **Section 11.1** of the Credit Agreement.

8.10 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of such counterparts taken together shall be deemed to constitute but one and the same instrument. Any counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceeding regarding this Agreement.

8.11 Credit Agreement Terms Control. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, including conflicts with respect to the required timing of any performance or observance of any covenant or other obligation hereunder, the terms of the Credit Agreement shall in all cases govern and control. The provisions of **Article 10** of the Credit Agreement are hereby incorporated by reference herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantors and Collateral Agent have executed this Agreement as of the date set forth in the preamble.

THE GRANTORS:

GREENBRIER LEASING CORPORATION, a Delaware corporation, individually and as Greenbrier Funds Administrator

By: Norriss M. Webb
Name: Norriss M. Webb
Title: Executive Vice President

GREENBRIER CAPITAL CORPORATION, a California corporation

By: Norriss M. Webb
Name: Norriss M. Webb
Title: Vice President

GREENBRIER PARTNERS INC., a California corporation

By: Norriss M. Webb
Name: Norriss M. Webb
Title: Vice President

GREENBRIER RAILCAR, INC., a Delaware corporation

By: Norriss M. Webb
Name: Norriss M. Webb
Title: Vice President

AUTOSTACK CORPORATION, an Oregon corporation

By: Norriss M. Webb
Name: Norriss M. Webb
Title: Vice President

GREENBRIER TRANSPORTATION LIMITED PARTNERSHIP, a Delaware limited partnership by Greenbrier Transportation, Inc., General Partner

By: Norriss M. Webb
Name: Norriss M. Webb
Title: Vice President

GREENBRIER TRANSPORTATION, INC., a Delaware corporation

By: Norriss M. Webb
Name: Norriss M. Webb
Title: Vice President

AUTOSTACK PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership by Autostack General Partner, Inc., General Partner

By: Mark J. Rittenbaum
Name: Mark J. Rittenbaum
Title: President

AUTOSTACK GENERAL PARTNER, INC., a Delaware corporation

By: Mark J. Rittenbaum
Name: Mark J. Rittenbaum
Title: President


GREENBRIER RENTAL SERVICES, INC., a California corporation

By: Mark J. Rittenbaum
Name: Mark J. Rittenbaum
Title: Vice President

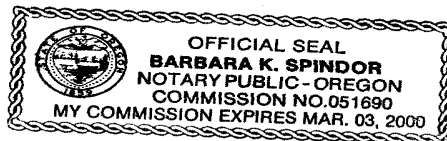
COLLATERAL AGENT:

UNION BANK OF CALIFORNIA,
N.A.

By:


Stephen E. Clive
Vice PresidentSTATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

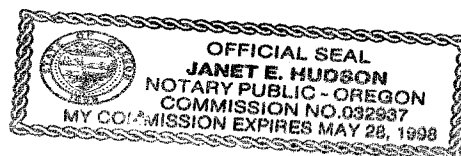
On this 18 day of September, 1997, before me personally appeared Stephen E. Clive to me personally known, who being by me sworn, says that he is the Vice President of Union Bank of California, N.A., that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.


Notary Public for State of Oregon
My commission expires 3-3-2000

STATE OF OREGON)
) ss.
County of Clackamas)

On this 18th day of September 1997, before me personally appeared Norriss M. Webb to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation, and Vice President of Greenbrier Capital Corporation, Greenbrier Partners, Inc., Greenbrier Railcar, Inc., Autostack Corporation, Greenbrier Transportation, Inc. and Vice President of Greenbrier Transportation, Inc. as General Partner of Greenbrier Transportation Limited Partnership that the foregoing instrument was signed on behalf of said corporations, and he acknowledged that the execution of the said instrument was his free act and deed.


Notary Public for Oregon
My commission expires: 5/28/98



STATE OF OREGON)
) ss.
County of Clackamas)

On this 18th day of September 1997, before me personally appeared Mark J. Rittenbaum to me personally known, who being by me duly sworn, says that he is the President of Autostack General Partner, Inc., Vice President of Greenbrier Rental Services, Inc. and President of Autostack General Partner, Inc. as General Partner of Autostack Partners Limited Partnership that the foregoing instrument was signed on behalf of said corporations, and he acknowledged that the execution of the said instrument was his free act and deed.

Janet E. Hudson

Notary Public for Oregon
My commission expires 5/28/98



SCHEDULE 3.4
TO
GENERAL SECURITY AGREEMENT
Dated as of September 1, 1997

NAMES; PRINCIPAL PLACES OF BUSINESS AND
CHIEF EXECUTIVE OFFICES; LOCATIONS OF RECORDS

GREENBRIER LEASING CORPORATION

Principal place of business, chief executive office and location of records:

One Centerpointe Drive
Suite 200
Lake Oswego, Oregon 97035

GREENBRIER CAPITAL CORPORATION

Principal place of business, chief executive office and location of records:

Two Embarcadero Center
Suite 420
San Francisco, California 94111

GREENBRIER PARTNERS INC.

Principal place of business, chief executive office and location of records:

Two Embarcadero Center
Suite 420
San Francisco, California 94111

GREENBRIER RAILCAR, INC.

Principal place of business, chief executive office and location of records:

One Centerpointe Drive
Suite 200
Lake Oswego, Oregon 97035

AUTOSTACK CORPORATION

Principal place of business, chief executive office and location of records:

One Centerpointe Drive
Suite 200
Lake Oswego, Oregon 97035

GREENBRIER TRANSPORTATION LIMITED PARTNERSHIP

Principal place of business, chief executive office and location of records:

Two Embarcadero Center
Suite 420
San Francisco, California 94111

GREENBRIER TRANSPORTATION, INC.

Principal place of business, chief executive office and location of records:

Two Embarcadero Center
Suite 420
San Francisco, California 94111

AUTOSTACK PARTNERS LIMITED PARTNERSHIP

Principal place of business, chief executive office and location of records:

One Centerpointe Drive
Suite 200
Lake Oswego, Oregon 97035

AUTOSTACK GENERAL PARTNER, INC.

Principal place of business, chief executive office and location of records:

One Centerpointe Drive
Suite 200
Lake Oswego, Oregon 97035

GREENBRIER RENTAL SERVICES, INC.

Principal place of business, chief executive office and location of records:

Two Embarcadero Center
Suite 420
San Francisco, California 94111

SCHEDULE 3.6
TO
GENERAL SECURITY AGREEMENT
Dated as of September 1, 1997

LOCATIONS OF EQUIPMENT AND FIXTURES

GREENBRIER LEASING CORPORATION

Equipment or Fixtures locations:

Lake Oswego, Oregon
Antioch, Illinois
Vancouver, British Columbia, Canada
Washington, District of Columbia
San Francisco, California
Walnut Creek, California
Monroe, Louisiana
Fort Worth, Texas
Edo de Mexico, Mexico

GREENBRIER CAPITAL CORPORATION

Equipment or Fixtures locations:

San Francisco, California
Chicago, Illinois

GREENBRIER PARTNERS INC.

Equipment or Fixtures locations:

San Francisco, California

GREENBRIER RAILCAR, INC.

Equipment or Fixtures locations:

Lake Oswego, Oregon
San Francisco, California

AUTOSTACK CORPORATION

Equipment or Fixtures locations:

Lake Oswego, Oregon
Portland, Oregon
Irvine, California
Oakland, California
Fremont, California
San Francisco, California
Naperville, Illinois
West Chicago, Illinois
Hermosillo, Mexico
Honolulu, Hawaii
Maui, Hawaii
Renton, Washington
Seattle, Washington
Woodhaven, Michigan
New Boston, Michigan
Kansas City, Michigan

GREENBRIER TRANSPORTATION LIMITED PARTNERSHIP

Equipment or Fixtures locations:

San Francisco, California

GREENBRIER TRANSPORTATION, INC.

Equipment or Fixtures locations:

San Francisco, California

AUTOSTACK PARTNERS LIMITED PARTNERSHIP

Equipment or Fixtures locations:

Lake Oswego, Oregon

AUTOSTACK GENERAL PARTNER, INC.

Equipment or Fixtures locations:

Lake Oswego, Oregon

GREENBRIER RENTAL SERVICES, INC.

Equipment or Fixtures locations:

San Francisco, California
Manas Quan, New Jersey
Neshanic Station, New Jersey
Detroit, Michigan
Chicago, Illinois
Atlanta, Georgia
Baltimore, Maryland

**SCHEDULE 3.7
TO
GENERAL SECURITY AGREEMENT
Dated as of September 1, 1997
OTHER PLACES OF BUSINESS**

None

SCHEDULE 3.7
TO
GENERAL SECURITY AGREEMENT
Dated as of September 1, 1997

OTHER PLACES OF BUSINESS

None